

AUG 15 2005

Attorney's Docket No.: 10559-362001  
Client's Ref. No.: P10096

**OFFICIAL COMMUNICATION FACSIMILE:**

**OFFICIAL FAX NO: (571) 273-8300**

Number of pages including this page 17

Applicant: Srinivasan et al. Art Unit : 2192  
Serial No.: 09/734,333 Examiner : Chameli Das  
Filed: November 30, 2000

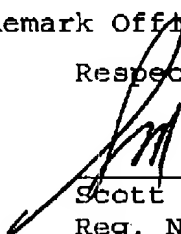
Title : DISCOVERY AND INTEGRATION OF JINI SERVICES IN NON-JAVA  
CLIENTS

Commissioner for Patents  
Mail Stop Amendment AF  
P.O. Box 1450  
Alexandria, VA 22313-1450

Attached to this facsimile communication cover sheet is  
Resubmission of Appeal Brief faxed this 15<sup>th</sup> day of August, 2005,  
to the United States Patent and Trademark Office.

Respectfully submitted,

Date: August 15, 2005

  
\_\_\_\_\_  
Scott C. Harris  
Reg. No. 32,030

Fish & Richardson P.C.  
12390 El Camino Real  
San Diego, California 92130  
Telephone: (858) 678-5070  
Fax: (858) 678-5099

10542209.doc

NOTE: This facsimile is intended for the addressee only and may contain privileged or confidential information. If you have received this facsimile in error, please immediately call us collect at (858) 678-5070 to arrange for its return. Thank you.

AUG 15 2005

Attorney's Docket No.: 10559-362001/P10096

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant : Srinivasan et al. Art Unit: 2192  
Serial No.: 09/734,333 Examiner: Chameli Das  
Filed : November 30, 2000  
Title : DISCOVERY AND INTEGRATION OF JINI SERVICES IN NON-JAVA CLIENTS

Commissioner for Patents  
MAIL STOP AMENDMENT - AF  
P.O. Box 1450  
Alexandria, VA 22313-1450

RESUBMISSION OF APPEAL BRIEF

In response to the Office Communication mailed July 14, 2005, please amend the application as follows:

BRIEF ON APPEAL

Sir:

Applicant files this appeal brief under 37 CFR 41.37. The sections required by the rules follow.

(1) Real Party in Interest

08/17/2005 MBINAS 00000010 061050 09734333  
01 FC:1402 500.00 DA

Intel Corp. is the assignee of record and is hence the real party in interest.

(2) Related Appeals and Interferences

There are no known related appeals and/or interferences.

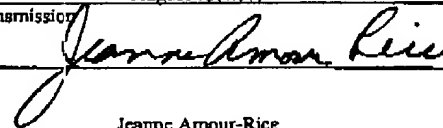
CERTIFICATE OF TRANSMISSION BY FACSIMILE

I hereby certify that this correspondence is being transmitted by facsimile to the Patent and Trademark Office on the date indicated below.

August 15, 2005

Date of Transmission

Signature



Jeanne Armour-Rice

Typed or Printed Name of Person Signing Certificate

Attorney's Docket No.:10559-362001

**(3) Status of Claims**

Claims 1-22 and 24-27 are pending, and each of these claims are appealed.

**(4) Status of Amendments**

An amendment after final was filed on November 22, 2004. Based on the attached PAIR printout, it appears that even though this amendment was filed in December, that as of the time of this writing, this still not been acted on by the patent office. (see PAIR printout attached)

**(5) Summary of Claimed Subject Matter**

Claim one requires obtaining a non-Java object, see for example the non-Java service 100 described page 3 line 7. The non-Java object is converted into a wrapped object, see the wrapper described page 3 line 8. As explained in page 3 lines 8-10, the wrapper acts like Java proxy code. A wrapped object is then published to the Jini service see page 4.

Claim 12 defines storing a non-Java object, see page 3 generally lines 3-10. A bridge portion is described page 3 beginning line 18, and its functionality is described page 3 20 through page 4 line 10. A communication element provides a wrapped Java object to a broker for Java objects.

Page 19 describes converting a non-Java object into a wrapped object, see the wrapper described page 3 line 8. The wrapped object is sent to a Jini broker which publishes

Attorney's Docket No.:10559-362001

information see generally page 5 lines 1-14. The information is automatically updated, see page 4 last two lines.

Claim 22 defines obtaining a non-Java object, see page 3 line 7. The Java object is converted into a wrapped object see page 3 line 8. That wrapped object is published to the Jini service, see generally page 4.

Claim 26 defines determining information about a service that performs specified operations, which is described in the specification for example page 3 lines 3-5. The specification describes determining if this can be serialized as a Java object, for example, see page 5 lines 1-3. If not, it is converted into a wrapped object, see page 3 line 8. The service is provided to a Jini broker which publishes various information about the object, see generally page 5 lines 1-14.

#### (6) Grounds of Rejection

There is an Indefiniteness Rejection under 35 USC 112, second paragraph, for alleged indefiniteness. No art based rejections were set forth in the official action dated July 22, 2004. However, the contents of a previous art rejection are discussed herein.

#### (7) Argument

There appears to be no rejections over prior art. Specifically, nowhere does the final official action state anything about a rejection under 35 U.S.C. 102 and/or 103.

Attorney's Docket No.:10559-362001

Therefore, with all due respect, this in itself demonstrates that the patent office has not met their burden of providing a prima facie showing of unpatentability.

In the notice of noncompliant appeal brief, the patent office takes the position that the "response to arguments" portion of the rejection satisfies this limitation. With all due respect, this is incorrect. Nowhere does the response to arguments say anything about a specific rejection under 35 U.S.C. 102 and/or 103. Therefore, simply discussing the previous rejections does not amount to the patent office actually issuing such a rejection.

However, and in order to meet the patent offices requirement for a "compliant" appeal brief, the following comments are made:

Claims 1, 3, 4, 9 and 22 were rejected over Alcorn in view of Nevarez. This contention, however, is respectfully traversed, and for reasons set forth herein, it is respectfully suggested that the rejection does not meet the Patent Office's burden of providing a prima facie showing of unpatentability.

Specifically, the rejection postulates that Alcorn teaches the basic Java™ objects, but admits that "Alcorn does not specifically disclose that publishing the information" see for example, page 5, first partial paragraph. The rejection

Attorney's Docket No.:10559-362001

alleges, however, that Nevarez teaches publishing the information.

This contention is respectfully traversed however, since nowhere does Nevarez teaches or suggest anything that would suggest the claimed subject matter.

Claim 1, for example, specifies "publishing said wrapped object with a broker that publishes information about Java™ objects". Assuming arguendo that Alcorn teaches everything stated by the rejection, and that Alcorn could be operatively combine with Nevarez (neither of which contentions are admitted by the undersigned, ), it is still respectfully suggested that the hypothetical combination would not teach this claimed subject matter. Initially, the rejection admits that Alcorn does not disclose publishing the information. Nevarez does not publish the (wrapped object) with a broker. Nevarez does wrapped objects in specified ways. Column 4, line 22 specifies that "an appellate OLE spreadsheet "can be published as a CORBA usable object...". However, the word published here is not used in the sense of published with a broker, but rather published for use in the operating system. Column 5, lines 5-15 described the use of language libraries which can be reused in various ways. Nowhere is there any teaching or suggestion, however, publishing this with a broker. The description of the preferred embodiment, described generally in columns 5 and 6 described how

Attorney's Docket No.:10559-362001

different DLL files can be reused in other programming environments, and that one of the ways that these can be used is by wrapping an object for consistency with other system objects (see, for example, column 6, lines 51-52). This means, therefore, that the code once used in one language can be used in another. A given object can therefore be used in different ways within the programming language see generally column 7. Again, while this describes libraries of different materials, he teaches nothing about publishing this with a broker. It allows using reusable code modules with Java™, via JavaBeans™, see, generally, column 7, lines 65 through column 8. Again, however, nowhere is there any teaching more suggestion of publishing this information with a broker, as claimed.

Column 13 is entirely consistent; again this refers to scripts in the programming environment. Column 13, line 16 describes how a directory search of the local files can be carried out. Again, however, this is about using reusable code modules in different kinds of programs, not about publishing a wrapped object with a broker that publishes information about Java™ objects, as claimed. While the work publishing is used in Nevarez, there is quite simply no teaching more suggestion of the specific language of claim 1, requiring "publishing said wrapped object with a broker that publishes information about

Attorney's Docket No.:10559-362001

Java™ objects". Quite simply, this is nowhere taught or suggested by the cited prior art.

Therefore, claim 1 should be allowable along with the claims which depend therefrom. Certain ones of the dependent claims were rejected over additional secondary references, but these dependent claims should be allowable for similar reasons to those discussed above.

Claim 12 should be allowable for analogous reasons; as it defines a communication element "providing said wrapped Java™ objects to a broker for Java™ objects". This is not taught or suggested by the hypothetical combination of prior art, and chenille will with the claims which depend therefrom.

Claim 19 defines providing the wrapped object "to a genie broker which publishes various information about said Java™ object" and should be allowable for analogous reasons.

Claim 22 defines that the converting is automatically searching for functionality of the non-Java™ object. Nowhere is there any teaching more suggestion of searching for the functionality. The rejection admits unpaid six that Alcorn does not teach or suggest searching for functionality of a non-Java™ object. The rejection states that Nevarez teaches this. Nowhere, however, is there any teaching more suggestion of as searching the wrapped object in Nevarez. To the extent that the



Attorney's Docket No.: 10559-362001

official notice attempts to allege that automatic searching of the functionality of a wrapped object is known, this contention is respectfully traversed. Nowhere is there any teaching more suggestion of searching for the functionality of a non-Java™ object which is wrapped. By wrapping the object, it becomes difficult to search for that functionality. This is quite simply not taught or suggested by the hypothetical combination of prior art.

Claim 26 specifies providing either the Java object for the non-Java™ service to a broker that publishes information. As discussed above, the providing of this subject matter to a broker is in no way taught or suggested by the cited prior art.

#### Rejections Under 35 USC 112

Claims 1-22 and 24-27 stand rejected under 35 USC 112, second paragraph, as being indefinite. This contention is respectfully traversed. The rejection rejects all claims based on their use of a trademark. The analysis accompanying the rejection states that a trademark is per se indefinite since it is used to describe the source of goods, rather than the goods themselves. However, in this particular instance, it is respectfully suggested that the claim terms as used are completely definite. In fact, these claim terms do not merely describe the source of the goods, but rather describe the goods themselves. The Java™ language, and the Jini™ broker, are

Attorney's Docket No.:10559-362001

well understood by those having ordinary skill in the art. Moreover, and MPEP 608.01(V) clearly states that a trademark with a fixed and definite meaning forms a sufficient identification of goods or services. See latest revision of the in MPEP pages 600-88. With all due respect, this rejection is only proper when the trademark merely identifies the source of goods. As long as the trademark identifies, as it does here, the goods themselves and the characteristics of those goods, then there is nothing indefinite about the use of the trademark.

Persons having ordinary skill in the art, therefore, would clearly be guided and would clearly know the meets and bounds of what is, and is not, Java™ and/or, Jini™. Therefore, with all due respect, the claims are completely definite as written.

Please apply the brief fee of \$500 to Deposit Account No. 06-1050. Please apply any other charges or credits to Deposit Account No. 06-1050.

Respectfully submitted,

Date: \_\_\_\_\_

\_\_\_\_\_  
Scott C. Harris  
Reg. No. 32,030

Fish & Richardson P.C.  
12390 El Camino Real  
San Diego, California 92130  
Telephone: (858) 678-5070  
Facsimile: (858) 678-5099

10542139.doc

Attorney's Docket No.:10559-362001

**Appendix of Claims**

1. A method, comprising:  
obtaining a non Java™ object;  
converting said non Java™ object into a wrapped object  
which has certain attributes of a Java™ object; and  
publishing said wrapped object with a broker that publishes  
information about Java™ objects.
2. A method as in claim 1, wherein said broker is a Jini™  
broker.
3. A method as in claim 1 wherein said wrapped object is  
formed with an wrapper.
4. A method as in claim 1, wherein said converting  
comprises inspecting said non Java™ object to determine at  
least one aspect of said non Java™ object.
5. A method as in claim 4 wherein said at least one  
aspect includes keyword information, which can be used by the  
broker in a search.

Attorney's Docket No.:10559-362001

6. A method as in claim 5, further comprising searching said broker for keywords, and finding said non Java™ object based on said searching.

7. A method as in claim 4, wherein said at least one aspect includes at least one of methods or functionality.

8. A method as in claim 4, further comprising tunneling proxy code based on said aspects.

9. A method as in claim 1, further comprising automatically updating information in said broker.

10. A method as in claim 2 further comprising obtaining a Jini™ lease, which automatically updates broker if the service is still up and running.

11. A method As in claim 1, wherein said wrapped object has a format of Jini™ proxy code.

12. A computer system, comprising:  
a first portion, storing a non Java™ object;  
a bridge portion, which automatically investigates said non Java™ object, and wraps said non Java™ object into a wrapped

Attorney's Docket No.:10559-362001

object with a wrapper that appears to have certain attributes of a Java™ object; and

a communication element, providing said wrapped Java™ object to a broker for Java™ objects.

13. A computer system as in claim 12, further comprising a broker for Java™ objects, connected via a communication link with said communication element.

14. A computer system as in claim 13, wherein said bridge portion also produces information indicative of at least a plurality of aspects of said non Java™ object, and provides said information to said broker.

15. A computer system as in claim 14, wherein said aspects includes keywords indicating a functionality of said non Java™ object.

16. A computer system as in claim 12, wherein said bridge further stores a Java™ object which forces said attributes to be updated at specified intervals.

17. A computer system as in claim 13, wherein said broker is a Jini™ broker.

Attorney's Docket No.: 10559-362001

18. A computer system as in claim 17, wherein said wrapped object is wrapped to have asked attributes of Jini™ proxies.

19. A method, comprising:

converting a non Java™ object into a wrapped object which has certain attributes of a Java™ object;

providing said wrapped object to a Jini™ broker which publishes various information about said Java™ object; and automatically updating said information.

20. A method as in claim 19, wherein said automatically updating comprises obtaining a Java™ object which requires automatic updating at specified intervals.

21. A method as in claim 20, wherein said wrapped object is wrapped in a way which simulates a Jini™ proxy.

22. An apparatus comprising a machine-readable storage medium having executable instructions for enabling the machine to:

obtain a non Java™ object;

convert said non Java™ object into a wrapped object which has certain attributes of a Java™ object;

Attorney's Docket No.:10559-362001

and

provide said information in a way which allows said Java™ object to be provided to a broker wherein said converting comprises automatically searching for functionality of said non Java™ object.

24. An apparatus as in claim 23 22, wherein said converting also comprises automatically obtaining keywords about said functionality.

25. An apparatus as in claim 22, wherein said converting comprises adding keywords manually by the user through a graphical user interface.

26. A method, comprising:

determining information about a service that performs specified operations;

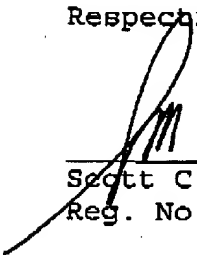
determining if said service has certain attributes of a Java™ object, and converting a non Java™ object into a wrapped object which has certain attributes of a Java™ object; and

providing said Java™ or non-Java™ service to a Jini™ broker which publishes various information about said object.

Attorney's Docket No.: 10559-362001

27. A method as in claim 26, wherein said determining comprises wrapping said Java™ object to look like a Java™ proxy code.

Respectfully submitted,

Date: 8/15/05  
\_\_\_\_\_  
Scott C. Harris  
Reg. No. 32,030

Fish & Richardson P.C.  
12390 El Camino Real  
San Diego, California 92130  
(858) 678-5070 telephone  
(858) 678-5099 facsimile

10542139.doc